

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MOMNT TECHNOLOGIES, INC,

Plaintiff,

v.

CLOUDFUND LLC and ISG
PARTNERS LLC

Defendants.

CIVIL ACTION NO.:

**COMPLAINT IN
INTERPLEADER**

COMPLAINT IN INTERPLEADER

Plaintiff Momnt Technologies, Inc. (“Momnt”) files this Complaint in Interpleader pursuant to 28 U.S.C. § 1335, showing the Court as follows:

INTRODUCTION

1. This complaint is brought to resolve competing claims to \$20,800 Momnt holds as accounts payable (the “Disputed Funds”). Cloudfund LLC (“Cloudfund”) and ISG Partners LLC (“ISG Partners”) have made competing claims to the Disputed Funds. Momnt is therefore uncertain as to the proper recipient of the Disputed Funds and brings this action to avoid potential multiple liability in light of the competing claims.

PARTIES

2. Momnt is a Delaware corporation with its principal place of business in Atlanta, Georgia.
3. ISG Partners is a limited liability company organized and existing under the laws of the State of Georgia.
4. Upon information and belief, the sole member of ISG Partners LLC is a citizen of the State of Georgia who resides in this judicial district.
5. Cloudfund LLC is a limited liability company organized and existing under the laws of the State of New York.
6. Upon information and belief, the sole member of Cloudfund LLC is a citizen of the State of New York.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1335 because (a) the Disputed Funds exceed the value of \$500, (b) the adverse claimants are of diverse citizenship, as defined in 28 U.S.C. § 1332(a), and (c) Momnt will deposit the Disputed Funds into the registry of this Court upon the issuance of an order authorizing it to do so.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because one claimant resides in this judicial district.

FACTUAL BACKGROUND

A. The Parties and their Agreements

9. Momnt is a technology company that facilitates consumer lending transactions.

10. ISG Partners is a professional recruiting agency.

11. Upon information and belief, Cloudfund LLC offers financing services that involve the purchase and assignment of accounts receivable.

12. This dispute arises out of an agreement between Momnt and ISG Partners and a second agreement or series of agreements between ISG Partners and Cloudfund.

13. In March 2022, ISG Partners contracted with Momnt to provide recruiting services. In exchange, Momnt agreed to pay ISG Partners a fee if it hired any candidate ISG Partners recruited.

14. Thereafter, and unbeknownst to Momnt, ISG Partners agreed to sell certain of its accounts receivable to Cloudfund pursuant to one or more written agreements.

B. The Competing Claims

15. The Disputed Funds are Momnt's accounts payable originally intended for ISG Partners as compensation for recruiting services it performed.

16. Before Momnt could disburse the Disputed Funds, Cloudfund notified Momnt that it was entitled to receive the Disputed Funds under its agreement(s) with ISG Partners.

17. In support of its claim, Cloudfund provided a U.C.C. lien against ISG Partners and an executed agreement between it and ISG Partners purporting to assign ISG Partners' accounts receivable to Cloudfund.

18. Cloudfund demanded that Momnt remit the Disputed Funds according to instructions it provided. A third-party recovery group has since attempted to collect the Disputed Funds on Cloudfund's behalf.

19. ISG Partners claims that Cloudfund is fraudulently claiming entitlement to its accounts receivable and using U.C.C. liens to extort a settlement from ISG Partners.

20. ISG Partners provided correspondence showing it had paid all amounts owed to Cloudfund. The correspondence was dated prior to the signed agreement Cloudfund provided.

21. ISG Partners acknowledged that it had signed the more recent agreement with Cloudfund but contends that Cloudfund never provided the funds specified in the agreement and is therefore not entitled to ISG Partner's accounts receivable.

22. ISG Partners claims that it is entitled to the Disputed Funds per the terms of its agreement with Momnt.

23. In light of the foregoing, Momnt faces competing claims to the Disputed funds. Momnt cannot safely determine which claimant is entitled to receive the funds because determination of the claims depends on disputed questions of law and fact. Therefore, Momnt has a reasonable, good faith, fear of multiple liability.

24. Momnt is not entitled to retain the Disputed Funds and will deposit them with the Court upon entry of an order authorizing it to do so.
25. Momnt is entitled to recover its attorney's fees and costs associated with bringing this action.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff Momnt respectfully requests that the Court:

- a. Allow Momnt's action for interpleader;
- b. Authorize Momnt to pay the Disputed Funds into the registry of the Court;
- c. Dismiss Momnt from this action with prejudice upon payment of the Disputed Funds into the registry of the Court;
- d. Order Defendants to interplead and litigate among themselves their claims to the Disputed Funds pursuant to 28 U.S.C. § 1335;
- e. Determine and enter an order setting forth the proper recipient of the Disputed Funds;
- f. Temporarily and permanently restrain Defendants pursuant to 28 U.S.C. § 2361 from instituting or prosecuting any claim against Momnt

in any state or United States Court concerning the Disputed Funds, except by way of interpleader in this action;

- g. Award Momnt its attorney's fees, costs, and expenses in bringing this action;
- h. Dismiss Momnt from this action with prejudice; and
- i. Order such other and further relief as the Court deems just and proper.

Dated: April 7, 2023

Respectfully submitted,

TROUTMAN PEPPER HAMILTON SANDERS
LLP

/s/ Wheaton P. Webb

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